IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.4009 OF 2003

A.Knhetan and others Plaintiffs

versus

BMC and another Defendants

Mr.Ruchir Tolat i/by L.C.Tolat & Co. for plaintiffs

Mr.M.D.Angal for defendant no.2.

Mr.Harshad Pimple for defendant no.1.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 10th July 2006

PC :

1. The consent terms are tendered by the plaintiffs and defendant no.2. Defendant no.2 who is in occupation of the flat has, by these consent terms, stated that he has no right, title and interest therein and that he would hand over vacant and peaceful possession thereof to the plaintiff. In fact, the terms record that possession has been handed over. Certain amounts which were due and payable, are also paid. The defendant no.2 having vacated and handed over

possession of the flat, the consent terms record that the plaintiff withdraws the suit as against defendant no.2 only.

2. The defendant no.2 has undertaken not to claim any right in respect of the flat in question nr make any claim with regard thereto. He confirmed the right, title and interest of the plaintiff therein.

3. Consent terms signed by the plaintiff and defendant no.2, who are present in the Court, are taken on record and marked "X" for identification. The terms are also signed by their advocates.

4. As far as Municipal Corporation of Greater Bombay is concerned, it is defendant no.1 and the suit shall proceed insofar as the reliefs that are claimed against first defendant.

5. Order in terms of consent terms. Undertakings are accepted. Refund of court fee as per rules. No order as to costs.

(S.C.DHARMADHIKARI, J.)